

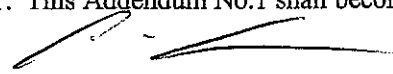
**ADDENDUM No. 1**

**TO:** ALL PROPOSERS  
**FROM:** CITY OF HIALEAH  
**RFP #:** 2015-16-8500-36-003  
**RE:** RFP – Disaster Debris Monitoring Services  
**DATE:** June 16, 2016

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The original contract documents for the entitled: **REQUEST FOR PROPOSALS – DISASTER DEBRIS MONITORING SERVICES** needs to be amended as noted in this Addendum No. 1.

This Addendum No. 1 consists of 2 typed pages, 2 attachments, and 1 addendum receipt form (ARF). The attachments submitted as part of this Addendum are **Form 4** to the RFP - Insurance Requirements and **Exhibit 3** to the Agreement for Disaster Debris Monitoring Services. **These attachments shall replace the forms previously included in the Contract Documents.** All of the terms and conditions in the original Contract Documents shall remain unchanged, except as stated in this Addendum No.1. This Addendum No.1 shall become a part of the Contract Documents.

Approved for issue:  Date: June 16, 2016  
Angel Ayala - Purchasing Director

**ACKNOWLEDGMENT**

Receipt of this Addendum No. 1 shall be acknowledged in the space provided on the ADDENDUM RECEIPT form – ARF (Copy attached) now a part of the Contract Documents to be faxed immediately to the City of Hialeah Purchasing Division (305) 883-5871 and submitted with sealed bids.

**CHANGES IN THE CONTRACT DOCUMENTS:**

- |  |                        |
|--|------------------------|
| 1. Form 4 of the Request for Proposal                                    | Insurance Requirements |
| 2. Exhibit 3 of the Agreement for Disaster<br>Debris Monitoring Services | Insurance Requirements |

The City is modifying Form 4 (Insurance Requirements) of the RFP, page 36, and Exhibit 3 (Insurance Requirements) of the Agreement for Disaster Recovery and Debris Removal Services, page 121 by removing the following language:

“When naming the City of Hialeah as an additional insured onto the Contractor’s policies, the insurance companies hereby agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments. An endorsement to the policy(ies) shall be issued accordingly and the certificate will state the above.

The insurance coverage shall extend to and include the contractual indemnity and hold harmless language contained in the Agreement.”

See Attachments 1 and 2 to this Addendum No.1. These forms shall replace the prior forms. **USE THESE REPLACEMENT FORMS WHEN RESPONDING TO THIS RFP.**

**THE CITY WANTS TO CLARIFY THAT THE DEADLINE FOR SUBMITTAL OF PROPOSALS IS  
JUNE 23, 2016 AT 11:00 AM.**

## **COMMENTS, QUESTIONS AND ANSWERS:**

On June 13, 2016, the City received the following comments and questions from Tetra Tech, Inc. ("Tetra Tech"), concerning the City's RFP. The City's responses to Tetra Tech's comments and questions are set forth below.

**Tetra Tech Comment/ Question No. 1:** We understands the City's desire to ensure the firm selected for this contract is financially solvent and will be available to manage a multi-million dollar debris monitoring program in the event of a disaster. While we can accept the terms of the Performance/Payment Bond as currently stated in the RFP, we respectfully requests the City to waive this obligation as it is not appropriate for the nature of the work contemplated under the resulting contract. Performance/Payment Bonds are typically required for construction services, not consulting services.

**City's Response:** A Performance Bond will not be required as part of this RFP. The City is amending the Contract Documents to eliminate the Performance Bond requirement by removing the following language:

Section 2.2.4 (Minimum Qualifications), page 9 of the RFP: "Each Proposer must demonstrate that it can obtain a Performance Bond in compliance with the requirements in Section 2.10 of this Solicitation."

Section 2.10 (Performance Bond), page 13 of the RFP: "Before the Successful Proposer/Contractor may commence work, the Successful Proposer/Contractor must obtain a performance and payment bond. The amount of the bond will be determined by the City, based on the City's assessment of the Contractor's scope of work, and will be equal to one hundred percent (100%) of the estimated value of the Contractor's services, up to a maximum amount of fifteen million dollars (\$15,000,000). The bond shall be in the same form and format shown in Exhibit 4, which is attached to the Agreement. If the Contractor fails to provide a performance bond in compliance with these requirements, the City shall have the right to award its work to another Person."

Section 4.6 (Chapter 11 – Bonding Company Commitment), page 25 of the RFP: " Each Proposer must provide an unequivocal, irrevocable letter of commitment from a State of Florida licensed bonding company to provide a Performance Bond that will satisfy the requirements in Section 13 of the Agreement. The irrevocable letter of commitment must expressly state that the bonding company accepts the terms of the draft Performance Bond that is attached to the Agreement as Exhibit 2. The letter of commitment must demonstrate that the Proposer has the ability to obtain a Performance Bond in the amount of Fifteen Million Dollars (\$15,000,000). The letter of commitment must state that it is being issued by a bonding company that: (a) is approved to transact business in the State of Florida; (b) has a resident agent in the State of Florida; (c) is rated "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide; (d) is listed in the U.S. Treasury Department's list of acceptable sureties for federal bonds; and (e) has been in business and has a record of successful and continuous operation for at least five (5) years. For the purposes of this RFP, a Proposer only needs to submit an irrevocable letter of commitment with its proposal. The Performance Bond is not required with the proposal; however, the Performance Bond must be delivered to the City by the Successful Proposer before the City will authorize the Proposer to commence work for the City."

The Agreement for Disaster Debris Monitoring Services will be amended accordingly.

**END OF ADDENDUM No. 1**

**CITY OF HIALEAH**  
**DISASTER DEBRIS MONITORING SERVICES**

**RFP – 2015-16-8500-36-003**

**ADDENDUM No. 1**

**CONTRACTOR'S NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**PHONE NO.** \_\_\_\_\_

**CONTACT NAME** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_

**THE PROPOSER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM BY SIGNING AND DATING BELOW: (Copy of this form must be faxed immediately to the City of Hialeah at (305) 883-5871).**

**ADDENDUM**

**SIGNATURE**

**DATE**

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**ARF**

**Attachment "A" To Addendum No. 1**

**City Of Hialeah**

**Disaster Debris Monitoring Services  
RFP No.: 2015-16-8500-36-003**

## **Form 4. Insurance Requirements**

See Insurance Check List for applicability to this Solicitation and the Agreement.

The Contractor shall be responsible for its work and every part thereof, including all materials, tools, appliances and property of every description used in connection therewith. The Contractor shall specifically and distinctly assume all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property, wherever located, resulting from any action or inaction of the DMC under the Agreement or in connection with the work.

The Contractor shall, during the work under this Agreement, including extra work in connection therewith:

Maintain Worker's Compensation and Employer's Liability Insurance to meet the statutory requirements of the State of Florida, to protect themselves from any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.

Maintain General Liability Insurance in amounts prescribed by the City to protect the Contractor in the interest of the City against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation under the Agreement or in connection with the work.

Maintain Automobile Liability Insurance, including Property Damage, covering all used or operated automobiles and equipment used in connection with the work.

Original, signed certified Insurance Certificates evidencing such insurance and such endorsements as prescribed herein shall be filed by the Contractor with the City of Hialeah, and approved by the City before the work is started. The certificate must state the Solicitation Number and Title.

Products and Completed Operations Liability shall be provided, as stated in the Insurance Check List.

The Contractor will secure and maintain policies for subcontractors. All policies shall be made available to the City upon demand.

The Contractor shall take note of the indemnification contained in the Agreement and shall obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Hialeah under the Agreement from any and all claims arising out of the Contractor's operations.

Further, the Contractor will notify its insurance agent without delay of the existence of the indemnification requirement contained within the Agreement, and furnish a copy of the Agreement to the insurance agent.

The City shall be named as additional insured on the Automobile and General Liability policy(ies) with proof to be stated on the Certificates provided to the City and this coverage to be primary to all other coverage the City possesses.

### **SUPERVISION**

Contractual and any other Liability Insurance provided under the Agreement shall not contain a supervision, inspection, engineering services exclusion that would preclude the City from supervising and/or inspecting the Contractor's work. The Contractor shall assume all on-the-job responsibility as to the control of persons directly employed by the Contractor and/or the subcontractor and persons employed by the subcontractor.

### **CONTRACTS**

Nothing contained in the Solicitation or Agreement shall be construed as creating any contractual relationship between any subcontractor and the City.

The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors and of persons employed by them, as the Contractor is for acts and omissions of persons directly employed by the Contractor.

### **PROTECTION**

Precautions shall be exercised at all times for the protection of persons, including employees, and property. All existing structures, utilities, roads, services, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Contractor during the term of the Agreement. The Contractor shall be held responsible for any damage to any person or property occurring by reason of the Contractor's operation under the Agreement.

#### **CROSS LIABILITY**

It is understood and agreed that the inclusion of more than one insured under the Contractor's policy shall not restrict the coverage provided by the policy for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insurers hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair for such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

#### **CERTIFICATE OF INSURANCE**

On an Accord Certificate of Insurance binder, on the Cancellation Clause, the following shall be deleted: The word "endeavor" as well as "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company".

#### **OUT-OF-STATE NON-RESIDENT AGENT**

When a certificate is issued by an out-of-state non-resident agent with a "920" License, the name, address and telephone number of the Florida Resident Agent must be listed in the space provided on the checklist and on the Certificate of Insurance provided.

#### **SMALL DEDUCTIBLE POLICIES**

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured. These safeguards shall be in form of escrow accounts or other method established by the Risk Manager to safeguard to the City's interests and those interests of any claimants under the contractor's policies.

**Attachment "B" To Addendum No. 1**

**City Of Hialeah**

**Disaster Debris Monitoring Services  
RFP No.: 2015-16-8500-36-003**

## **EXHIBIT 3 – INSURANCE REQUIREMENTS**

See Insurance Check List for applicability to this Solicitation and the Agreement.

The Contractor shall be responsible for its work and every part thereof, including all materials, tools, appliances and property of every description used in connection therewith. The Contractor shall specifically and distinctly assume all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property, wherever located, resulting from any action or inaction of the DMC under the Agreement or in connection with the work.

The Contractor shall, during the work under this Agreement, including extra work in connection therewith:

Maintain Worker's Compensation and Employer's Liability Insurance to meet the statutory requirements of the State of Florida, to protect themselves from any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.

Maintain General Liability Insurance in amounts prescribed by the City to protect the Contractor in the interest of the City against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation under the Agreement or in connection with the work.

Maintain Automobile Liability Insurance, including Property Damage, covering all used or operated automobiles and equipment used in connection with the work.

Original, signed certified Insurance Certificates evidencing such insurance and such endorsements as prescribed herein shall be filed by the Contractor with the City of Hialeah, and approved by the City before the work is started. The certificate must state the Solicitation Number and Title.

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The Contractor will secure and maintain policies for subcontractors. All policies shall be made available to the City upon demand.

The Contractor shall take note of the indemnification contained in the Agreement and shall obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Hialeah under the Agreement from any and all claims arising out of the Contractor's operations.

Further, the Contractor will notify its insurance agent without delay of the existence of the indemnification requirement contained within the Agreement, and furnish a copy of the Agreement to the insurance agent.

The City shall be named as additional insured on the Automobile and General Liability policy(ies) with proof to be stated on the Certificates provided to the City and this coverage to be primary to all other coverage the City possesses.

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Contractual and any other Liability Insurance provided under the Agreement shall not contain a supervision, inspection, engineering services exclusion that would preclude the City from supervising and/or inspecting the Contractor's work. The Contractor shall assume all on-the-job responsibility as to the control of Persons directly employed by the Contractor and/or the subcontractor and Persons employed by the subcontractor.

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Precautions shall be exercised at all times for the protection of Persons, including employees, and property. All existing structures, utilities, roads, services, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Contractor during the term of the Agreement. The Contractor shall be held responsible for any damage to any Person or property occurring by reason of the Contractor's operation under the Agreement.

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It is understood and agreed that the inclusion of more than one insured under the Contractor's policy shall not restrict the coverage provided by the policy for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insurers hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair for such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

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All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured. These safeguards shall be in form of escrow accounts or other method established by the Risk Manager to safeguard to the City's interests and those interests of any claimants under the contractor's policies.